

1912193000
11/05/98412-006
OFFICE OF THE SECRETARY OF STATE



RENEWAL
CERTIFICATE OF REGISTRATION

WHEREAS, the Renewal Registration of

MOUNTAIN STATES LEGAL FOUNDATION

has been filed in the Office of the Secretary of State as provided by the Oklahoma Solicitation of Charitable Contributions Act and will expire on April 2, 2002.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such registration.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



Filed in the City of Oklahoma City this 2nd
day of April, 2001.

Attest: *[Signature]*
Mile Hunter
Secretary of State

By: *[Signature]*

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FEE: \$15.00

SUBMIT IN DUPLICATE

PRINT CLEARLY

FILED

APR 02 2001

OKLAHOMA SECRETARY
OF STATE

Registration Statement of Charitable Organization

() Initial Registration Renewal () Update

Oklahoma Secretary of State, 2300 N. Lincoln Blvd., Room 101, Oklahoma City, OK 73105-4897
Telephone: (405) 521-3911

1. The legal name of the charitable organization:

Mountain States Legal Foundation

2. The name under which the charitable organization intends to solicit or accept contributions:

Mountain States Legal Foundation

- 3a. The organization is a: corporation partnership other legal entity

- 3b. When & where was the organization formed to do business?

Month, day, year 4-25-77

State/Country Colorado

- 3c. Fiscal year ends month/day: December 31

- 4a. The physical location of the charitable organization:

707 17th St., Ste. 3030	Denver	Denver	CO	80202
Street	City	County	State	Zip Code

- 4b. The mailing address of the charitable organization, if different:

Same

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OK SEC. OF STATE

5. The principal business telephone number (include area code): 303-292-2021

APR - 2 2001

- 6.. The purposes for which the contributions solicited or accepted are to be used:

To engage in nonpartisan legal research, study and analysis for the benefit of the general public and to engage in litigation on behalf of its members and itself on issues of public interest.

(No contribution or any portion thereof shall enure to the private benefit of any voluntary solicitor.)

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Board of Directors

Page Four

Mr. Gary L. Nordloh
President and Chief Executive Officer
Questar Market Resources Group
P.O. Box 45601
Salt Lake City, UT 84145-0601
(801) 324-2700; FAX (801) 324-2673; e-mail: garyno@questar.com

Mr. Frank S. Priestley
3473 South 3200 East
Franklin, ID 83237-5019
(208) 646-2424; FAX (208) 646-2696; e-mail: idfbfsp@micron.net

Mr. David B. Rovig
Greystar Resources Ltd.
510 First Citizens Bank Building
Billings, MT 59101
(406) 245-9520; FAX (406) 245-7719; e-mail: rovigminerals@qwest.net

Mr. Jerry Sheffels
9523 Douglas Road East
Wilbur, WA 99185
(509) 647-2213; FAX (509) 647-2066; e-mail: jerrys@odessaoffice.com

Mr. Conley P. Smith
Independent Oil Producer
1675 Broadway, Suite 1800
Denver, CO 80202
(720) 931-9113; FAX (303) 892-9299

Mr. Don Thorson
P.O. Box 338
Newcastle, WY 82701
(307) 746-4500

Mr. Don Thorson
P.O. Box 159
Wickenburg, AZ 85358-0159
(520) 684-2655

Mr. Diemer True
Partner
True Companies
P.O. Drawer 2360
Casper, WY 82602
(307) 237-9301; FAX (307) 266-0373; e-mail: diemertrue@compuserve.com

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Board of Directors
Page Five

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Melody Hereford Ranch
P.O. Box 949
Jackson, WY 83001
(307) 733-3374; FAX (307) 733-1116

Mr. Lew O. Ward
Chairman and Chief Executive Officer
Ward Petroleum Corporation
P.O. Box 1187 (73702)
502 South Fillmore
Enid, OK 73703
(580) 234-3229; FAX (580) 242-6850; e-mail: lew@wardpetroleum.com

Mr. R. Bruce Whiting
President
Kaibab Industries
4602 East Thomas Road
Phoenix, AZ 85018
(602) 840-5555; FAX (602) 952-6972; e-mail: brucew@kaibab.com

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MOUNTAIN
STATES
LEGAL
FOUNDATION

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Denver, Colorado 80202-3408
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www.mountainstateslegal.org

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Board of Litigation

Page Two

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Board of Litigation

Page Three

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Board of Litigation

Page Four

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DIRECT MAIL FUND RAISING COUNSEL AGREEMENT

AGREEMENT made this 3rd day of June, 1999, between Bruce W. Eberle & Associates, Inc., 1420 Spring Hill Road, Suite 490, McLean, Virginia 22102, hereinafter called Eberle, and Mountain States Legal Foundation, 707 17th Street, Suite 3030, Denver, CO 80202, hereinafter called the Client.

WHEREAS, the Client is desirous of engaging the services of Eberle, it is agreed as follows:

1. **Appointment and Authorization.** Eberle is hereby retained and appointed as the Client's exclusive fund raising counsel for its direct mail fund raising program and list rentals, subject to the terms and conditions of this Agreement. The Client, however, retains the right and authority to continue to engage in in-house direct mail fund raising, including fund raising to those donors on its Eberle generated donor list. The retention of the services of outside contractors to perform logistical support with regard to those in-house mailings shall not constitute a breach of the Client's acknowledgement that Eberle is the Client's exclusive out-of-house direct mail fund raiser.
2. **Services.** Eberle shall provide the following services to the extent necessary to meet the Client's needs:
 - a. *Issues and Copy.* Counsel and advise the Client on issues and copy the Client wishes to use in its direct mail fund raising program. At the direction of the Client, Eberle will prepare draft copy for the Client's review and approval. The Client retains the authority to review, and to approve or disapprove the contents of any mailing undertaken on behalf of the Client to the Eberle generated Client donor list or to any rental list used for the Client.
 - b. *Mailings.* Counsel and advise the client on timing of mailings and list usage as well as promotion.
 - c. *Vendors.* Eberle will counsel and advise the Client on negotiating, arranging, and entering into agreements. At the direction of the Client, Eberle will negotiate, arrange and enter into agreements on behalf of the Client for any materials and services to be used in the direct mail fund raising program.
 - d. *List Rental Promotion.* At the direction of the Client, Eberle will promote the rental of all Client owned mailing lists.
3. **Compensation.**
 - a. *Creative/Coordination Fee.* Eberle shall receive compensation in the sum of eighty dollars (\$80) per one thousand (1000) fund raising packages processed by the mailing house for mailing under the

terms of this Agreement. A package shall include solicitation letter and other enclosures.

- b. *CPI Adjustment.* Eberle compensation as enumerated in paragraph 3.a. shall be subject to an adjustment at the beginning of each calendar year in an amount equal to the increase in the United States nationwide Consumer Price Index prepared by the United States Bureau of Labor Statistics, but shall in no event be less than the amounts set forth in paragraph 3.a.
- c. *List Rental Approval and Commissions.* Eberle or its agent shall receive a commission of 20% of the standard list rental charge and/or exchanges made directly to organizations and a 40% commission on list rentals placed to other brokers or agencies, out of which Eberle will pay the other brokers' fees. It is further understood and agreed that Omega List Company may at times serve as Agent for Eberle. The Client retains authority to approve or disapprove the rental of its Eberle generated donor list. If the Client approves the rental of its Eberle generated donor list, it shall retain the right to review, and approve or disapprove the contents of any mailing to its Eberle generated donor list.

4. **Billing and Payment.**

- a. *Billings.* Eberle shall render billings from time to time as necessary on its standard forms and they shall be paid no later than on the due date stated therein.
- b. *List Rental Application.* If during the term of this Agreement invoices due Eberle, Omega List Company and/or the ECG Data Center are at any time sixty (60) days or more past due, Eberle shall have the unrestricted right to apply list rental income received to payment of their invoice(s) and to rent the list created under this Agreement and apply the list revenue income from such rentals to payment of their invoice(s) subject to the provisions of 2.a.
- c. *Advances.* It is understood and agreed that any funds advanced by Eberle or third parties for postage and other direct mail fund raising services or materials shall be reimbursed before any other returns are disbursed to others.

5. **Confidentiality and Registrations.**

- a. All financial information relating to these accounts, and this contract, shall be held in confidence by Eberle. Further, the Client shall hold in confidence all financial matters in connection with this contract, specifically including Eberle's compensation. It is agreed, however, that financial information may be provided by the Client and/or Eberle to governmental agencies upon receipt of a formal request from a governmental entity. The Client shall immediately notify and provide Eberle a copy of any such formal request and the information provided by the Client. Eberle shall likewise advise the Client of such requests and of Eberle's response thereto.

- b. A number of jurisdictions request some form of registration by organizations such as the Client. It is understood and agreed that it is the responsibility of the Client to register in such jurisdictions.
6. **Receipt and Disbursement of Funds.** All funds generated through the direct mail fund raising program under this Agreement shall be received and disbursed directly by the Client or its designated agent. Eberle shall not serve as agent for this purpose.
7. **Duration and Termination.**
- Effective Date.* This Agreement shall become effective on the _____ day of June, 1999, and shall continue in force until terminated as provided herein.
 - Termination.* Either party may terminate this Agreement by giving the other party written notice of termination at least ninety (90) days prior to the effective date of termination. Upon receipt of notice of termination, Eberle shall not commence any new work, but it shall complete its consultation work (as described herein) and place all list rentals previously approved by the Client. All other rights and duties of the parties shall continue until the date of termination. In the event the Client or Eberle desires to terminate all work commenced before the receipt of notice of termination, it may be so agreed upon the parties' mutual consent. Compensation to be received by Eberle for partially completed work shall be mutually determined.
 - Billings.* Upon termination of this Agreement, Eberle shall submit its billing for all amounts not previously billed and due Eberle at that time. Eberle shall not be entitled to payment for any new work commenced after the date the written notice of termination of this Agreement was received by Eberle. Eberle shall, however, be entitled to payment for work commenced and approved prior to receipt of such notice, or, with express written consent prior to the effective date of termination.
8. **Disposition of Lists, Property and Materials.**
- List Security.* The list generated and developed during the term of this Agreement shall be kept in a secure manner by Eberle.
 - List Usage.* Any rentals, exchanges or other use of any lists created under this Agreement shall be to the sole benefit of the Client during the course of this Agreement, except as provided in paragraph 4.b. of this Agreement. Upon termination, Eberle shall be entitled to unlimited use of said list(s) without any payment to the Client. The Client, its officers, and/or representatives shall not during the term of this Agreement, or at any time subsequent thereto, rent, exchange, donate, sell, or otherwise provide any list(s) created under this Agreement to any third party for any reason whatsoever without the prior written approval of Eberle. After the expiration of the terms of this agreement, and upon payment in full of all outstanding invoices,

- the Client shall retain the authority to approve or disapprove the rental of its Eberle generated donor list.
- c. *Final Payment.* Upon termination of this Agreement, all lists produced and used under this Agreement shall be considered the exclusive property of Eberle until final payment of all invoices has been made by the Client. A copy of the list shall be provided to the Client upon repayment of all postage advances and upon the final payment of all invoices from Eberle and direct mail vendors.
 - d. *Property and Materials.* It is understood and agreed that upon termination of this Agreement, any property and material provided under this Agreement by Eberle shall be the sole and exclusive property of Eberle. The Client shall have no right to use this property and material. Nor shall the Client use any direct mail package, or any portion thereof, created under this Agreement subsequent to its termination unless agreed to by Eberle.
9. **Conversion of List Exchange to Rental.**
- a. *List Owners Option.* It is understood and agreed that whenever the Client receives donor names and addresses to mail on an exchange basis, the organization which owns the donor names and addresses or its agent has the right to convert the exchange to a list rental at fifty percent (50%) of the current list rental price.
 - b. *Eberle Option.* If sums are due and owing Eberle, or the direct mail vendors on the date notice of termination is given, Eberle or its agent shall have the right to convert any donor names owed to the Client on an exchange basis to list rentals at fifty percent (50%) or less of the current list rental rates subject to the provisions of paragraph 2.a. Sums generated from such conversions, less commissions, shall be applied to the bills of Eberle and the direct mail vendors.
10. **Work In Progress.** Once mailing lists have been scheduled and/or purchase orders issued for a mailing(s), the Client may not cancel or suspend such mailing(s) except by mutual consent of the parties.
11. **Modification.** This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by an executive officer of the respective parties.
12. **Controlling Law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Virginia. The Client further agrees that any and all legal proceedings concerning this Agreement and its interpretation shall be before a court in Northern Virginia and that such court shall have jurisdiction over the parties hereto.
13. **Waiver.** The failure of either party to this Agreement to object or to take affirmative action with respect to any conduct by the other which is in

7. The name and address of the person who will have custody of the contributions:

William Perry Pendley
707 17th Street, Ste. 3030
Denver, CO 80202

8. The name and address of the person(s) responsible for the distribution of funds collected:

William Perry Pendley
707 17th Street, Ste. 3030
Denver, CO 80202

9. The period of time during which such solicitation is to be conducted:

Throughout the year, direct mail solicitations.

10. A description of the method or methods of solicitation:

personal contact

direct mail

telephone

television

radio

other _____

10. Solicitation will be conducted by: voluntary, unpaid solicitors paid solicitors both

11. If solicitation is to be conducted in whole or in part by paid solicitors, complete the following:

a. Name & address of each professional fund raiser supplying such solicitors:

Bruce Eberle & Associates, Inc.
1420 Spring Hill Rd., Ste. 490
McLean, VA 22102

b. Basis of payment:

Net income after expenses - paid through escrow agent

c. Nature of the arrangement (A copy of the contract or other agreement MUST be attached to this form):

See enclosed agreement

d. Specific amount or percentage of compensation to be paid to the professional fund raiser:

\$80 per 1,000 fundraising packages processed and mailed

e. Property of any kind or value to be paid to the professional fund raiser:

or _____

Property of any kind or value paid to the professional fund raiser: see enclosed agreement, par. 3

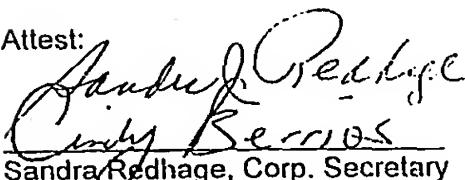
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violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

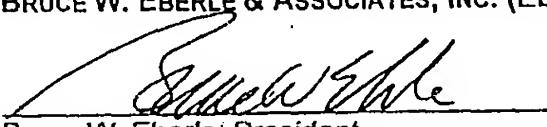
14. **Claims.** The Client specifically agrees to hold Eberle, Omega List Company, their officers, directors, and employees harmless from any and all claims of third parties, of any nature whatsoever, arising out of materials, including copy, or direct mail fund raising projects, letters and/or packages reviewed and approved by the Client. In the event any payment due Eberle and/or direct mail fund raising creditors is not made in accord with the terms of this Agreement and the obligation(s) is referred to any attorney for collection, the Client agrees to pay all costs of collection, including an attorney's fee of twenty percent of the sum due.
15. **Certification.** The Client does hereby certify to Eberle that there is no agreement with other fund raising counsel or with a direct mail fund raiser or list broker currently in existence as of the effective date of this Agreement which conflicts with the terms hereof. The Client further agrees not to enter into any subsequent agreement which conflicts with the terms of this Agreement.
16. **Notices.** All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery, through the facilities of the United States Postal Service or by facsimile transmission. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notice of a change of address is given.

The undersigned do hereby personally warrant and affirm that they are authorized to execute and bind the parties hereto.

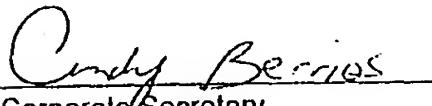
Attest:


Sandra Redhage
Sandra Redhage, Corp. Secretary

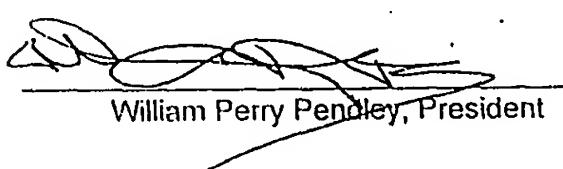
BRUCE W. EBERLE & ASSOCIATES, INC. (Eberle)


Bruce W. Eberle
Bruce W. Eberle, President

Attest:


Cindy Berrios
Corporate Secretary

Mountain States Legal Foundation (Client)


William Perry Pendley, President

DIRECT MAIL FUND RAISING COUNSEL AGREEMENT

AGREEMENT made this 3rd day of June, 1999, between Bruce W. Eberle & Associates, Inc., 1420 Spring Hill Road, Suite 490, McLean, Virginia 22102, hereinafter called Eberle, and Mountain States Legal Foundation, 707 17th Street, Suite 3030, Denver, CO 80202, hereinafter called the Client.

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 - d. *List Rental Promotion.* At the direction of the Client, Eberle will promote the rental of all Client owned mailing lists.
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 - a. *Creative/Coordination Fee.* Eberle shall receive compensation in the sum of eighty dollars (\$80) per one thousand (1000) fund raising packages processed by the mailing house for mailing under the

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terms of this Agreement. A package shall include solicitation letter and other enclosures.

- b. *CPI Adjustment.* Eberle compensation as enumerated in paragraph 3.a. shall be subject to an adjustment at the beginning of each calendar year in an amount equal to the increase in the United States nationwide Consumer Price Index prepared by the United States Bureau of Labor Statistics, but shall in no event be less than the amounts set forth in paragraph 3.a.
- c. *List Rental Approval and Commissions.* Eberle or its agent shall receive a commission of 20% of the standard list rental charge and/or exchanges made directly to organizations and a 40% commission on list rentals placed to other brokers or agencies, out of which Eberle will pay the other brokers' fees. It is further understood and agreed that Omega List Company may at times serve as Agent for Eberle. The Client retains authority to approve or disapprove the rental of its Eberle generated donor list. If the Client approves the rental of its Eberle generated donor list, it shall retain the right to review, and approve or disapprove the contents of any mailing to its Eberle generated donor list.

4. **Billing and Payment.**

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- b. *List Rental Application.* If during the term of this Agreement invoices due Eberle, Omega List Company and/or the ECG Data Center are at any time sixty (60) days or more past due, Eberle shall have the unrestricted right to apply list rental income received to payment of their invoice(s) and to rent the list created under this Agreement and apply the list revenue income from such rentals to payment of their invoice(s) subject to the provisions of 2.a.
- c. *Advances.* It is understood and agreed that any funds advanced by Eberle or third parties for postage and other direct mail fund raising services or materials shall be reimbursed before any other returns are disbursed to others.

5. **Confidentiality and Registrations.**

- a. All financial information relating to these accounts, and this contract, shall be held in confidence by Eberle. Further, the Client shall hold in confidence all financial matters in connection with this contract, specifically including Eberle's compensation. It is agreed, however, that financial information may be provided by the Client and/or Eberle to governmental agencies upon receipt of a formal request from a governmental entity. The Client shall immediately notify and provide Eberle a copy of any such formal request and the information provided by the Client. Eberle shall likewise advise the Client of such requests and of Eberle's response thereto.

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- b. A number of jurisdictions request some form of registration by organizations such as the Client. It is understood and agreed that it is the responsibility of the Client to register in such jurisdictions.
6. **Receipt and Disbursement of Funds.** All funds generated through the direct mail fund raising program under this Agreement shall be received and disbursed directly by the Client or its designated agent. Eberle shall not serve as agent for this purpose.
7. **Duration and Termination.**
- a. *Effective Date.* This Agreement shall become effective on the _____ day of June, 1999, and shall continue in force until terminated as provided herein.
 - b. *Termination.* Either party may terminate this Agreement by giving the other party written notice of termination at least ninety (90) days prior to the effective date of termination. Upon receipt of notice of termination, Eberle shall not commence any new work, but it shall complete its consultation work (as described herein) and place all list rentals previously approved by the Client. All other rights and duties of the parties shall continue until the date of termination. In the event the Client or Eberle desires to terminate all work commenced before the receipt of notice of termination, it may be so agreed upon the parties' mutual consent. Compensation to be received by Eberle for partially completed work shall be mutually determined.
 - c. *Billings.* Upon termination of this Agreement, Eberle shall submit its billing for all amounts not previously billed and due Eberle at that time. Eberle shall not be entitled to payment for any new work commenced after the date the written notice of termination of this Agreement was received by Eberle. Eberle shall, however, be entitled to payment for work commenced and approved prior to receipt of such notice, or, with express written consent prior to the effective date of termination.
8. **Disposition of Lists, Property and Materials.**
- a. *List Security.* The list generated and developed during the term of this Agreement shall be kept in a secure manner by Eberle.
 - b. *List Usage.* Any rentals, exchanges or other use of any lists created under this Agreement shall be to the sole benefit of the Client during the course of this Agreement, except as provided in paragraph 4.b. of this Agreement. Upon termination, Eberle shall be entitled to unlimited use of said list(s) without any payment to the Client. The Client, its officers, and/or representatives shall not during the term of this Agreement, or at any time subsequent thereto, rent, exchange, donate, sell, or otherwise provide any list(s) created under this Agreement to any third party for any reason whatsoever without the prior written approval of Eberle. After the expiration of the terms of this agreement, and upon payment in full of all outstanding invoices,

1 0 1 2 1 2 3 0 0 2 2

- the Client shall retain the authority to approve or disapprove the rental of its Eberle generated donor list.
- c. *Final Payment.* Upon termination of this Agreement, all lists produced and used under this Agreement shall be considered the exclusive property of Eberle until final payment of all invoices has been made by the Client. A copy of the list shall be provided to the Client upon repayment of all postage advances and upon the final payment of all invoices from Eberle and direct mail vendors.
 - d. *Property and Materials.* It is understood and agreed that upon termination of this Agreement, any property and material provided under this Agreement by Eberle shall be the sole and exclusive property of Eberle. The Client shall have no right to use this property and material. Nor shall the Client use any direct mail package, or any portion thereof, created under this Agreement subsequent to its termination unless agreed to by Eberle.
9. **Conversion of List Exchange to Rental.**
- a. *List Owners Option.* It is understood and agreed that whenever the Client receives donor names and addresses to mail on an exchange basis, the organization which owns the donor names and addresses or its agent has the right to convert the exchange to a list rental at fifty percent (50%) of the current list rental price.
 - b. *Eberle Option.* If sums are due and owing Eberle, or the direct mail vendors on the date notice of termination is given, Eberle or its agent shall have the right to convert any donor names owed to the Client on an exchange basis to list rentals at fifty percent (50%) or less of the current list rental ratesubject to the provisioins of paragraph 2.a. Sums generated from such conversions, less commissions, shall be applied to the bills of Eberle and the direct mail vendors.
10. **Work In Progress.** Once mailing lists have been scheduled and/or purchase orders issued for a mailing(s), the Client may not cancel or suspend such mailing(s) except by mutual consent of the parties.
11. **Modification.** This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by an executive officer of the respective parties.
12. **Controlling Law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Virginia. The Client further agrees that any and all legal proceedings concerning this Agreement and its interpretation shall be before a court in Northern Virginia and that such court shall have jurisdiction over the parties hereto.
13. **Waiver.** The failure of either party to this Agreement to object or to take affirmative action with respect to any conduct by the other which is in

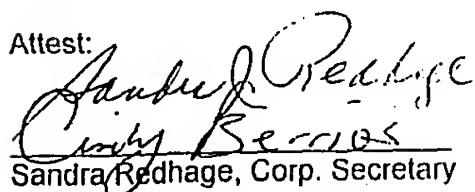
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violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

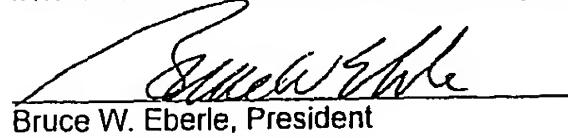
14. **Claims.** The Client specifically agrees to hold Eberle, Omega List Company, their officers, directors, and employees harmless from any and all claims of third parties, of any nature whatsoever, arising out of materials, including copy, or direct mail fund raising projects, letters and/or packages reviewed and approved by the Client. In the event any payment due Eberle and/or direct mail fund raising creditors is not made in accord with the terms of this Agreement and the obligation(s) is referred to any attorney for collection, the Client agrees to pay all costs of collection, including an attorney's fee of twenty percent of the sum due.
15. **Certification.** The Client does hereby certify to Eberle that there is no agreement with other fund raising counsel or with a direct mail fund raiser or list broker currently in existence as of the effective date of this Agreement which conflicts with the terms hereof. The Client further agrees not to enter into any subsequent agreement which conflicts with the terms of this Agreement.
16. **Notices.** All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery, through the facilities of the United States Postal Service or by facsimile transmission. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notice of a change of address is given.

The undersigned do hereby personally warrant and affirm that they are authorized to execute and bind the parties hereto.

Attest:


Sandra Redhage
Corporate Secretary

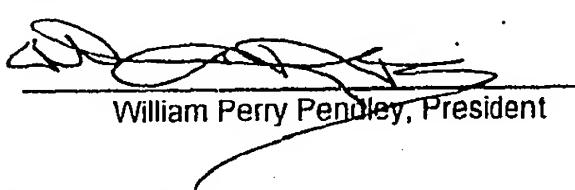
BRUCE W. EBERLE & ASSOCIATES, INC. (Eberle)


Bruce W. Eberle, President

Attest:


Cindy Berrios
Corporate Secretary

Mountain States Legal Foundation (Client)


William Perry Pendley, President

1 0 1 2 1 4 3 0 0 2 4

Form 990

Return of Organization Exempt From Income Tax

Under section 501(c) of the Internal Revenue Code (except black lung benefit trust or private foundation) or section 4947(a)(1) nonexempt charitable trust

OMB No. 1545-0047

1999

Department of the Treasury
Internal Revenue ServiceThis Form Is
Open to Public
Inspection

Note: The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 1999 calendar year, OR tax year period beginning		, 1999, and ending	D Employer identification number																																																																																																																																																
<input type="checkbox"/> B Check if: <input type="checkbox"/> Change of address <input type="checkbox"/> Initial return <input type="checkbox"/> Final return <input type="checkbox"/> Amended return <small>(required also for State reporting)</small>		C MOUNTAIN STATES LEGAL FOUNDATION 707 SEVENTEENTH STREET #3030 DENVER, CO 80202-3408	E Telephone number 84 - 0736725																																																																																																																																																
			F Check ► <input type="checkbox"/> if exemption application is pending																																																																																																																																																
G Type of organization ► <input checked="" type="checkbox"/> Exempt under section 501(c) (3) ▶ (Insert number) OR ► <input type="checkbox"/> section 4947(a)(1) nonexempt charitable trust																																																																																																																																																			
Note: Section 501(c)(3) exempt organizations and 4947(a)(1) nonexempt charitable trusts MUST attach a completed Schedule A (Form 990).																																																																																																																																																			
H(a) Is this a group return filed for affiliates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		I If either box in H is checked "Yes," enter four-digit group exemption number (GEN) ►																																																																																																																																																	
(b) If "Yes," enter the number of affiliates for which this return is filed: . ►		J Accounting method: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) ►																																																																																																																																																	
(c) Is this a separate return filed by an organization covered by a group ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																																																																																			
K Check here ► <input type="checkbox"/> if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS; but if it received a Form 990 Package in the mail, it should file a return without financial data. Some states require a complete return.																																																																																																																																																			
Note: Form 990-EZ may be used by organizations with gross receipts less than \$100,000 and total assets less than \$250,000 at end of year.																																																																																																																																																			
Part I Revenue, Expenses, and Changes In Net Assets or Fund Balances (See Specific Instructions on page 15.)																																																																																																																																																			
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Gross rents</td> <td>6a</td> <td></td> <td></td> </tr> <tr> <td>b Less: rental expenses.....</td> <td>6b</td> <td></td> <td></td> </tr> <tr> <td>c Net rental income or (loss) (subtract line 6b from line 6a)</td> <td>6c</td> <td></td> <td></td> </tr> <tr> <td>7 Other investment income (describe ► _____)</td> <td>7</td> <td></td> <td></td> </tr> <tr> <td>8a Gross amount from sale of assets other than inventory</td> <td>(A) Securities</td> <td>(B) Other</td> <td></td> </tr> <tr> <td>b Less: cost or other basis and sales expenses</td> <td>8a</td> <td></td> <td></td> </tr> <tr> <td>c Gain or (loss) (attach schedule)</td> <td>8b</td> <td></td> <td></td> </tr> <tr> <td>d Net gain or (loss) (combine line 8c, columns (A) and (B))</td> <td>8c</td> <td></td> <td></td> </tr> <tr> <td>8d</td> <td></td> <td></td> <td></td> </tr> <tr> <td>9 Special events and activities (attach schedule)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>a Gross revenue (not including \$ _____ of contributions reported on line 1a)</td> <td>9a</td> <td></td> <td></td> </tr> <tr> <td>b Loss: direct expenses other than fundraising expenses</td> <td>9b</td> <td></td> <td></td> </tr> <tr> <td>c Net income or (loss) from special events (subtract line 9b from line 9a)</td> <td>9c</td> <td></td> <td></td> </tr> <tr> <td>10a Gross sales of inventory, less returns and allowances</td> <td>10a</td> <td>1,0,838</td> <td></td> </tr> <tr> <td>b Less: cost of goods sold</td> <td>10b</td> <td>4,820</td> <td></td> </tr> <tr> <td>c Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a) SEE..STM...1</td> <td>10c</td> <td>6,018</td> <td></td> </tr> <tr> <td>11 Other revenue (from Part VII, line 103)</td> <td>11</td> <td>1,206</td> <td></td> </tr> <tr> <td>12 Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)</td> <td>12</td> <td>2,389,393</td> <td></td> </tr> <tr> <td>13 Program services (from line 44, column (B))</td> <td>13</td> <td>1,454,457</td> 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revenue (not including \$ _____ of contributions reported on line 1a)	9a			b Loss: direct expenses other than fundraising expenses	9b			c Net income or (loss) from special events (subtract line 9b from line 9a)	9c			10a Gross sales of inventory, less returns and allowances	10a	1,0,838		b Less: cost of goods sold	10b	4,820		c Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a) SEE..STM...1	10c	6,018		11 Other revenue (from Part VII, line 103)	11	1,206		12 Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)	12	2,389,393		13 Program services (from line 44, column (B))	13	1,454,457		14 Management and general (from line 44, column (C))	14	312,952		15 Fundraising (from line 44, column (D))	15	601,961		16 Payments to affiliates (attach schedule)	16			17 Total expenses (add lines 16 and 44, column (A))	17	2,369,370		18 Excess or (deficit) for the year (subtract line 17 from line 12)	18	20,023		19 Net assets or fund balances at 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84-0736725

Page 2

Form 10 (1993) MOUNTAIN STATES LEGAL FOUNDATION

Part II Statement of Functional Expenses

All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others. (See Specific Instructions on page 19.)

	(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
Do not include amounts reported on line 6b, 8b, 9b, 10b, or 18 of Part I.				
22 Grants and allocations (alt. sch.) (cash \$ <u>non cash \$</u>)	22			
23 Specific assistance to individuals (alt. sch.)	23			
24 Benefits paid to or for members (alt. sch.)	24			
25 Compensation of officers, directors, etc.	25	245,400	184,050	24,540
26 Other salaries and wages	26	359,356	269,517	35,936
27 Pension plan contributions	27	21,242	15,932	2,124
28 Other employee benefits	28	52,971	39,728	5,297
29 Payroll taxes.....	29	40,054	30,041	4,005
30 Professional fundraising fees	30	1,223,597	595,126	198,375
31 Accounting fees	31			
32 Legal fees.....	32			
33 Supplies	33			
34 Telephone	34			
35 Postage and shipping	35			
36 Occupancy	36			
37 Equipment rental and maintenance	37			
38 Printing and publications	38	27,443	20,582	2,744
39 Travel.....	39	35,102	26,327	3,510
40 Conferences, conventions, and meetings	40			
41 Interest.....	41			
42 Depreciation, depletion, etc. (attach schedule)	42	14,381	10,786	1,438
43 Other expenses (itemize): a OFFICE EXPEN	43a	314,315	235,736	31,432
b PROFESSIONAL SERVICE	43b	35,509	26,632	3,551
c	43c			
d	43d			
e	43e			
44 Total functional expenses (add lines 22 thru 43) Organizations completing columns (B)-(D), carry these totals to lines 13-15.	44	2,369,370	1,454,457	312,952
				601,961

Reporting of Joint Costs. Did you report in column (B) (Program services) any joint costs from a combined educational campaign and fundraising solicitation?

Yes No

If "Yes," enter (I) the aggregate amount of these joint costs \$; (II) the amount allocated to Program services \$; (III) the amount allocated to Management and general \$; and (IV) the amount allocated to Fundraising \$

Part III Statement of Program Service Accomplishments (See Specific Instructions on page 22.)

What is the organization's primary exempt purpose? ► PUBLIC INTEREST LAW FIRM

All organizations must describe their exempt purpose achievements in a clear and concise manner. State the number of clients served, publications issued, etc. Discuss achievements that are not measurable. (Section 501(c)(3) and (4) organizations and 4947(a)(1) nonexempt charitable trusts must also enter the amount of grants and allocations to others.)

a LEGAL ACTIVITIES - PUBLIC INTEREST LAW FIRM. SEE SCHEDULE 1

	Program Service Expenses (Required for 501(c)(3) and (4) orgs. and 4947(a)(1) trusts; but optional for others.)
a	(Grants and allocations \$) 0) 1,454,457
b	(Grants and allocations \$)
c	(Grants and allocations \$)
d	(Grants and allocations \$)
e Other program services (attach schedule)	(Grants and allocations \$) (Grants and allocations \$) ► 1,454,457
f Total of Program Service Expenses (should equal line 44, column (B), Program services)	1,454,457

1 0 1 2 1 2 3 0 0 2 6

Part IV Balance Sheets (See Specific Instructions on page 22.)

		(A) Beginning of year		(B) End of year		
ASSETS	Note: Where required, attached schedules and amounts within the description column should be for end-of-year amounts only.					
	45 Cash - non-interest-bearing	80	45	26,672		
	46 Savings and temporary cash investments	557,027	46	499,728		
	47a Accounts receivable.....	47a	89,201			
	b Less: allowance for doubtful accounts	47b				
	48a Pledges receivable.....	48a				
	b Less: allowance for doubtful accounts	48b				
	49 Grants receivable			49		
	50 Receivables from officers, directors, trustees, and key employees (attach sch)			50		
	51a Other notes and loans receivable (attach schedule)	51a				
	b Less: allowance for doubtful accounts	51b				
	52 Inventories for sale or use			13,953		
	53 Prepaid expenses and deferred charges			6,945		
	54 Investments - securities (attach schedule)	SEE STATEMENT...2		1,089		
	55a Investments - land, buildings, and equipment:					
	basis	55a				
	b Less: accumulated depreciation (attach schedule)	55b				
	56 Investments - other (attach schedule)					
	57a Land, buildings, and equipment: basis	57a	278,154			
	b Less: accumulated depreciation (attach schedule) STMT ...3	57b	204,203			
	58 Other assets (describe ►)					
	59 Total assets (add lines 45 through 58) (must equal line 74)			688,240		
	LIABILITIES	60 Accounts payable and accrued expenses	41,819	60	54,725	
		61 Grants payable			61	
		62 Deferred revenue			62	
		63 Loans from officers, directors, trustees, and key employees (attach schedule)			63	
		64a Tax-exempt bond liabilities (attach schedule)			64a	
		b Mortgages and other notes payable (attach schedule)			64b	
		65 Other liabilities (describe ►)			65	
		66 Total liabilities (add lines 60 through 65)			41,819	
		NET ASSETS	Organizations that follow SFAS 117, check here ► <input checked="" type="checkbox"/> and complete lines 67 through 69 and lines 73 and 74.			
			67 Unrestricted.....	643,221	67	666,444
	68 Temporarily restricted		3,200	68		
	69 Permanently restricted.....				69	
	Organizations that do not follow SFAS 117, check here ► <input type="checkbox"/> and complete lines 70 through 74.					
	70 Capital stock, trust principal, or current funds				70	
	71 Paid-in or capital surplus, or land, building, and equipment fund				71	
	72 Retained earnings, endowment, accumulated income, or other funds				72	
	73 Total net assets or fund balances (add lines 67 through 69 OR lines 70 through 72; column (A) must equal line 19 and column (B) must equal line 21)				646,421	
	74 Total liabilities and net assets/fund balances (add lines 66 and 73)				688,240	
					721,169	

Form 990 is available for public inspection and, for some people, serves as the primary or sole source of information about a particular organization. How the public perceives an organization in such cases may be determined by the information presented on its return. Therefore, please make sure the return is complete and accurate and fully describes, in Part III, the organization's programs and accomplishments.

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Form 990 (1999) MOUNTAIN STATES LEGAL FOUNDATION

84-0736725

Page 4

Part IV-A Reconciliation of Revenue per Audited Financial Statements with Revenue per Return (See Specific Instructions, page 24.)		Part IV-B Reconciliation of Expenses per Audited Financial Statements with Expenses per Return	
a Total revenue, gains, and other support per audited financial statements	► a 2,389,393	a Total expenses and losses per audited financial statements	► a 2,369,370
b Amounts included on line a but not on line 12, Form 990:		b Amounts included on line a but not on line 17, Form 990:	
(1) Net unrealized gains on investments	\$ _____	(1) Donated services and use of facilities	\$ _____
(2) Donated services and use of facilities ..	\$ _____	(2) Prior year adjustments reported on line 20, Form 990	\$ _____
(3) Recoveries of prior year grants	\$ _____	(3) Losses reported on line 20, Form 990	\$ _____
(4) Other (specify): _____ \$ _____		(4) Other (specify): _____ \$ _____	
Add amounts on lines (1) through (4)	► b	Add amounts on lines (1) through (4)	► b
c Line a minus line b	► c 2,389,393	c Line a minus line b	► c 2,369,370
d Amounts included on line 12, Form 990 but not on line b:		d Amounts included on line 17, Form 990 but not on line a:	
(1) Investment expenses not included on line 6b, Form 990 ...	\$ _____	(1) Investment expenses not included on line 6b, Form 990	\$ _____
(2) Other (specify): _____ \$ _____		(2) Other (specify): _____ \$ _____	
Add amounts on lines (1) and (2)	► d	Add amounts on lines (1) and (2)	► d
e Total revenue per line 12, Form 990 (line c plus line d)	► e 2,389,393	e Total expenses per line 17, Form 990 (line c plus line d)	► e 2,369,370

Part V List of Officers, Directors, Trustees, and Key Employees (List each one even if not compensated; see Specific Instructions on page 24.)

(A) Name and address	(B) Title and average hours per week devoted to position	(C) Compensation (if not paid, enter 0-)	(D) Contributions to employee benefit plans & deferred compensation	(E) Expense account and other allowances
GEORGE YATES 707 SEVENTEENTH STREET #3030 DENVER, CO 80202	CHAIRMAN 20	0	0	0
WILLIAM PERRY PENDLEY 707 SEVENTEENTH STREET #3030 DENVER, CO 80202	PRESIDENT 50	165,000	0	630
BEVERLY JACKA 707 SEVENTEENTH STREET #3030 DENVER, CO 80202	VP 50	80,000	6,090	630
JOHN DENDAHL 707 SEVENTEENTH STREET #3030 DENVER, CO 80202	TREASURER 20	0	0	0
SEE ATTACHED LISTING	NONE	0	0	0
	NONE	0	0	0

75 Did any officer, director, trustee, or key employee receive aggregate compensation of more than \$100,000 from your organization and all related organizations, of which more than \$10,000 was provided by the related organizations? ► Yes No

If "Yes," attach schedule - see Specific Instructions on page 25.

1 0 1 2 1 2 3 0 0 0 2

f. Percentage comparison of compensation paid to the professional fund raiser in respect to the:

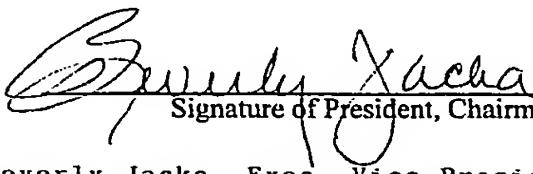
- (1) Total contributions received 2,238,912
- (2) Net amount of total contributions received 974,190

REQUIRED ATTACHMENTS:

12. A copy of Internal Revenue Form 990 as filed by the charitable organization for the most recent tax year.
13. A complete list of the names, street addresses and title or position of the officers, directors, trustees and executive personnel of the charitable organization.

Affidavit

I hereby swear that I am authorized to complete this form on behalf of the above named charitable organization; and that the contents of the foregoing form and each supporting document are accurate and, to the best of my knowledge, complete.

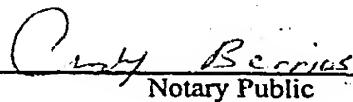


Signature of President, Chairman or Principal Officer
Beverly Jacka, Exec. Vice President of Administration
Print or Type Name

County of: Denver

State of: Colorado

Subscribed and sworn to before me this 29th day of March, 19 2001
by Cathy Berrios



Notary Public

My Commission Expires:

June 10th, 2003

Form 990 (1999) MOUNTAIN STATES LEGAL FOUNDATION

Part VI Other Information (See Specific Instructions on page 25.)

	Yes	No
76 Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity	76	X
77 Were any changes made in the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes.	77	X
78a Did the organization have unrelated business gross income of \$1,000 or more during the year covered by this return?	78a	X
b If "Yes," has it filed a tax return on Form 990-T for this year?	78b	N/A
79 Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," attach a statement.	79	X
80a Is the organization related (other than by association with a statewide or nationwide organization) through common membership, governing bodies, trustees, officers, etc., to any other exempt or nonexempt organization?	80a	X
b If "Yes," enter the name of the organization ► N/A		
and check whether it is <input type="checkbox"/> exempt OR <input type="checkbox"/> nonexempt.		
81a Enter the amount of political expenditures, direct or indirect, as described in the instructions for line 81	81a	0
b Did the organization file Form 1120-POL for this year?	81b	X
82a Did the organization receive donated services or the use of materials, equipment, or facilities at no charge or at substantially less than fair rental value?	82a	X
b If "Yes," you may indicate the value of these items here. Do not include this amount as revenue in Part I or as an expense in Part II. (See instructions for reporting in Part III.)	82b	N/A
83a Did the organization comply with the public inspection requirements for returns and exemption applications?	83a	X
b Did the organization comply with the disclosure requirements relating to quid pro quo contributions?	83b	X
84a Did the organization solicit any contributions or gifts that were not tax deductible?	84a	X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	84b	N/A
85 501(c)(4), (5), or (6) organizations. a Were substantially all dues nondeductible by members?	85a	N/A
b Did the organization make only in-house lobbying expenditures of \$2,000 or less?	85b	N/A
If "Yes" was answered to either 85a or 85b, do not complete 85c through 85h below unless the organization received a waiver for proxy tax owed for the prior year.		
c Dues, assessments, and similar amounts from members	85c	N/A
d Section 162(e) lobbying and political expenditures	85d	N/A
e Aggregate nondeductible amount of section 6033(e)(1)(A) dues notices	85e	N/A
f Taxable amount of lobbying and political expenditures (line 85d less 85e)	85f	N/A
g Does the organization elect to pay the section 6033(e) tax on the amount in 85f?	85g	N/A
h If section 6033(e)(1)(A) dues notices were sent, does the organization agree to add the amount in 85f to its reasonable estimate of dues allocable to nondeductible lobbying and political expenditures for the following tax year?	85h	N/A
86 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on line 12	86a	N/A
b Gross receipts, included on line 12, for public use of club facilities	86b	N/A
87 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders	87a	N/A
b Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	87b	N/A
88 At any time during the year, did the organization own a 50% or greater interest in a taxable corporation or partnership? If "Yes," complete Part IX	88	X
89a 501(c)(3) organizations. Enter: Amount of tax imposed on the organization during the year under section 4911 ► 0 ; section 4912 ► 0 ; section 4955 ► 0		
b 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year? If "Yes," attach a statement explaining each transaction		
c Enter: Amount of tax imposed on the organization managers or disqualified persons during the year under sections 4912, 4955, and 4958.		
d Enter: Amount of tax in 89c, above, reimbursed by the organization		
90a List the states with which a copy of this return is filed ► NONE		
b Number of employees employed in the pay period that includes March 12, 1999 (See Instructions.)	90b	0
91 The books are in care of ► THE FOUNDATION Located at ► 707 SEVENTEENTH STREET DENVER, CO		
ZIP + 4 ► 80202-3108		
92 Section 4947(n)(1) nonexempt charitable trusts filing Form 990 in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the tax year	92	N/A

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84-0736725 Page 6

Form 990 (4990) MOUNTAIN STATES LEGAL FOUNDATION
Part VII Analysis of Income-Producing Activities (See Specific Instructions on page 29.)

	Unrelated business income		Excluded by section 512, 513, or 514		(E) Related or exempt function income
	(A) Business code	(B) Amount	(C) Exclusion code	(D) Amount	
93 Program service revenue:					
a					
b					
c					
d					
e					
f Medicare/Medicaid payments					
g Fees and contracts from government agencies					
94 Membership dues and assessments					
95 Interest on savings & temporary cash investments					
96 Dividends and interest from securities					
97 Net rental income or (loss) from real estate: a debt-financed property					
b not debt-financed property					
98 Net rental income or (loss) from personal property					
99 Other Investment Income					
100 Gain/loss from sales of assets other than inventory					
101 Net income or (loss) from special events					6,018
102 Gross profit or (loss) from sales of inventory					1,206
103 Other revenue: a MISC					
b					
c					
d					
e					
104 Subtotal (add columns (B), (D), and (E))				21,487	7,224
105 Total (add line 104, columns (B), (D), and (E))					28,711

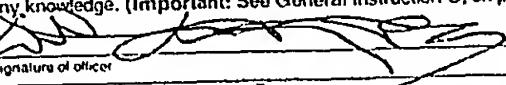
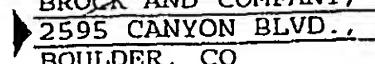
Note: (Line 105 plus line 1d, Part I, should equal the amount on line 12, Part I.)

Part VIII Relationship of Activities to the Accomplishment of Exempt Purposes (See Specific Instructions on page 30.)

Line No.	Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes).
102	SALES OF PUBLICATIONS TO MEET EXEMPT PURPOSE
103 (A)	MISC INCOME PROVIDED FUNDS TO MEET EXEMPT PURPOSE

Part IX Information Regarding Taxable Subsidiaries and Disregarded Entities (See Specific Instruction on page 30)

	Name, address, and employer identification number of corporation or partnership	Percentage of ownership interest	Nature of business activities	Total income	End-of-year assets
N/A		%			
		%			
		%			
		%			

Please Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge. (Important: See General Instruction U, on page 14.)	Date	Type or print name and title
		12 Apr 2005	
Paid Preparer's Use Only	Preparer's signature 	Date 4/20/05	Check if self-employed <input type="checkbox"/> Preparer's SSN or PTIN P 000 88 237
	Firm's name (or yours if self-employed) and address 	EIN 84-0930388	ZIP + 4 80302
	BROCK AND COMPANY, CPAS, P.C. 2595 CANYON BLVD., SUITE 340 BOULDER, CO		

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**SCHEDULE A
(Form 990)**Department of the Treasury
Internal Revenue Service**Organization Exempt Under Section 501(c)(3)**(Except Private Foundation and Section 501(e), 501(f), 501(k),
501(n), or Section 4947(a)(1) Nonexempt Charitable Trust)

OMB No. 1545-0047

1999**Supplementary Information – (See separate instructions.)**

► Must be completed by the above organizations and attached to their Form 990 or 990-EZ.

Name of the organization

Employer identification number

MOUNTAIN STATES LEGAL FOUNDATION**84-0736725****Part I Compensation of the Five Highest Paid Employees Other Than Officers, Directors, and Trustees**
(See page 1 of the instructions. List each one. If there are none, enter "None.")

(a) Name and address of each employee paid more than \$50,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans & deferred compensation	(e) Expense account and other allowances
NONE				
Total number of other employees paid over \$50,000 ►	0			

Part II Compensation of the Five Highest Paid Independent Contractors for Professional Services
(See page 1 of the instructions. List each one (whether individuals or firms.) If there are none, enter "None.")

(a) Name and address of each independent contractor paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		
Total number of others receiving over \$50,000 for professional services	0	

For Paperwork Reduction Act Notice, see page 1 of the Instructions for Form 990 and Form 990-EZ.

KFA

Schedule A (Form 990) 1999

1 0 1 2 1 2 3 0 0 3 1

Part III Statements About Activities

	Yes	No
1 During the year, has the organization attempted to influence national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum?	1	X
If "Yes," enter the total expenses paid or incurred in connection with the lobbying activities. ► \$ N/A		
Organizations that made an election under section 501(h) by filing Form 5768 must complete Part VI-A. Other organizations checking "Yes," must complete Part VI-B AND attach a statement giving a detailed description of the lobbying activities.		
2 During the year, has the organization, either directly or indirectly, engaged in any of the following acts with any of its trustees, directors, officers, creators, key employees, or members of their families, or with any taxable organization with which any such person is affiliated as an officer, director, trustee, majority owner, or principal beneficiary:		
a Sale, exchange, or leasing of property?	2a	X
b Lending of money or other extension of credit?	2b	X
c Furnishing of goods, services, or facilities?	2c	X
d Payment of compensation (or payment or reimbursement of expenses if more than \$1,000)? See Form 990, PART V.	2d	X
e Transfer of any part of its income or assets?	2e	X
If the answer to any question is "Yes," attach a detailed statement explaining the transactions.		
3 Does the organization make grants for scholarships, fellowships, student loans, etc.?	3	X
4a Do you have a section 403(b) annuity plan for your employees?	4a	X
b Attach a statement to explain how the organization determines that individuals or organizations receiving grants or loans from it in furtherance of its charitable programs qualify to receive payments. (See instructions on page 2.)		

Part IV Reason for Non-Private Foundation Status (See pages 2 through 4 of the instructions.)

The organization is not a private foundation because it is: (Please check only ONE applicable box):

- 5 A church, convention of churches, or association of churches. Section 170(b)(1)(A)(i).
- 6 A school. Section 170(b)(1)(A)(ii). (Also complete Part V, page 4.)
- 7 A hospital or a cooperative hospital service organization. Section 170(b)(1)(A)(iii).
- 8 A Federal, state, or local government or governmental unit. Section 170(b)(1)(A)(iv).
- 9 A medical research organization operated in conjunction with a hospital. Section 170(b)(1)(A)(vii). Enter the hospital's name, city, and state
►
- 10 An organization operated for the benefit of a college or university owned or operated by a governmental unit. Section 170(b)(1)(A)(vi). (Also complete the Support Schedule in Part IV-A.)
- 11a An organization that normally receives a substantial part of its support from a governmental unit or from the general public. Section 170(b)(1)(A)(vii). (Also complete the Support Schedule in Part IV-A.)
- 11b A community trust. Section 170(b)(1)(A)(viii). (Also complete the Support Schedule in Part IV-A.)
- 12 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its charitable, etc., functions--subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Also complete the Support Schedule in Part IV-A.)
- 13 An organization that is not controlled by any disqualified persons (other than foundation managers) and supports organizations described in: (1) lines 5 through 12 above; or (2) section 501(c)(4), (5), or (6), if they meet the test of section 509(a)(2). (See section 509(a)(3).)

Provide the following information about the supported organizations. (See page 4 of the instructions.)

(a) Name(s) of supported organization(s)	(b) Line number from above

- 14 An organization organized and operated to test for public safety. Section 509(a)(4). (See page 4 of the instructions.)

1 0 1 2 1 2 3 0 0 3 2

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Schedule A (Form 990) 1992 MOUNTAIN STATES LEGAL FOUNDATION

Part IV-A Support Schedule (Complete only if you checked a box on line 10, 11, or 12.) Use cash method of accounting.
 Note: You may use the worksheet in the instructions for converting from the accrual to the cash method of accounting.

Calendar year (or fiscal year beginning in)..... ►	(a) 1998	(b) 1997	(c) 1996	(d) 1995	(e) Total
15 Gifts, grants, and contributions received. (Do not include unusual grants. See line 28.)	1,089,208	994,166	954,483	959,403	3,997,260
16 Membership fees received					
17 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is not a business unrelated to the organization's charitable, etc., purpose					
18 Gross income from interest, dividends, amounts received from payments on securities (section 512(a)(5)), rents, royalties, and unrelated business taxable income (less section 511 taxes) from businesses acquired by the organization after June 30, 1975	18,802	13,128	16,174	14,076	62,180
19 Net income from unrelated business activities not included in line 18 ...					
20 Tax revenues levied for the organization's benefit and either paid to it or expended on its behalf					
21 The value of services or facilities furnished to the organization by a governmental unit without charge. Do not include the value of services or facilities generally furnished to the public without charge					
22 Other income. Attach a sch. Do not include gain or (loss) from sale of capital assets .SEE .STM .4	908	344	344	118	1,714
23 Total of lines 15 through 22	1,108,918	1,007,638	971,001	973,597	4,061,154
24 Line 23 minus line 17	1,108,918	1,007,638	971,001	973,597	4,061,154
25 Enter 1% of line 23	11,089	10,076	9,710	9,736	
26 Organizations described on lines 10 or 11: a Enter 2% of amount in column (e), line 24				26a	81,223
b Attach a list (which is not open to public inspection) showing the name of and amount contributed by each person (other than a government unit or publicly supported organization) whose total gifts for 1995 through 1998 exceeded the amount shown in line 26a. Enter the sum of all these excess amounts				26b	235,108
c Total support for section 509(a)(1) test: Enter line 24, column (e)				26c	4,061,154
d Add: Amounts from column (e) for lines: 18 62,180 19 22 1,714 26b 235,108				26d	299,002
e Public support (line 26c minus line 26d total)				26e	3,762,152
f Public support percentage (line 26e (numerator) divided by line 26c (denominator))				26f	92.64%
27 Organizations described on line 12: a For amounts included in lines 15, 16, and 17 that were received from a "disqualified person," attach a list to show the name of, and total amounts received in each year from, each "disqualified person." Enter the sum of such amounts for each year: N/A (1998) (1997) (1996) (1995)					
b For any amount included in line 17 that was received from a nondisqualified person, attach a list to show the name of, and amount received for each year, that was more than the larger of (1) the amount on line 25 for the year or (2) \$5,000. (Include in the list organizations described in lines 5 through 11, as well as individuals.) After computing the difference between the amount received and the larger amount described in (1) or (2), enter the sum of all these differences (the excess amounts) for each year: N/A (1998) (1997) (1996) (1995)					
c Add: Amounts from column (e) for lines: 15 16 21 27c 17 and line 27b total 27d 20 27e					
d Add: Line 27a total					
e Public support (line 27c total minus line 27d total)					
f Total support for section 509(a)(2) test: Enter amount on line 23, column (e)			27f		%
g Public support percentage (line 27e (numerator) divided by line 27f (denominator))				27g	%
h Investment income percentage (line 18, column (e) (numerator) divided by line 27f (denominator))				27h	%
28 Unusual Grants: For an organization described in line 10, 11, or 12 that received any unusual grants during 1995 through 1998, attach a list (which is not open to public inspection) for each year showing the name of the contributor, the date and amount of the grant, and a brief description of the nature of the grant. Do not include these grants in line 15. (See page 4 of the instructions.)					

1 0 1 2 1 1 3 0 0 3 3

Private School Questionnaire (See page 4 of the instructions.)

Part V (To be completed ONLY by schools that checked the box on line 6 in Part IV)

N/A

- 29 Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?
- 30 Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?
- 31 Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves?
- If "Yes," please describe; if "No," please explain. (If you need more space, attach a separate statement.)
-
-
-

	Yes	No
29		
30		
31		

- 32 Does the organization maintain the following:
- a Records indicating the racial composition of the student body, faculty, and administrative staff?
 - b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?
 - c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?
 - d Copies of all material used by the organization or on its behalf to solicit contributions?

32a	
32b	
32c	
32d	

If you answered "No" to any of the above, please explain. (If you need more space, attach a separate statement.)

- 33 Does the organization discriminate by race in any way with respect to:

33a	
33b	
33c	
33d	
33e	
33f	
33g	
33h	

- a Students' rights or privileges?
- b Admissions policies?
- c Employment of faculty or administrative staff?
- d Scholarships or other financial assistance?
- e Educational policies?
- f Use of facilities?
- g Athletic programs?
- h Other extracurricular activities?

If you answered "Yes" to any of the above, please explain. (If you need more space, attach a separate statement.)

- 34a Does the organization receive any financial aid or assistance from a governmental agency?
- b Has the organization's right to such aid ever been revoked or suspended?
- If you answered "Yes" to either 34a or b, please explain using an attached statement.
- 35 Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If "No," attach an explanation.

34a	
34b	
35	

1 0 1 2 1 1 3 0 0 3 4

Schedule A (Form 990) 1999 MOUNTAIN STATES LEGAL FOUNDATION

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N/A

Part VI-A Lobbying Expenditures by Electing Public Charities (See page 6 of the instructions.)

(To be completed ONLY by an eligible organization that filed Form 5768)

Check here ► if the organization belongs to an affiliated group.Check here ► if you checked "a" above and "limited control" provisions apply.**Limits on Lobbying Expenditures**

(The term "expenditures" means amounts paid or incurred.)

36 Total lobbying expenditures to influence public opinion (grassroots lobbying)	36
37 Total lobbying expenditures to influence a legislative body (direct lobbying)	37
38 Total lobbying expenditures (add lines 36 and 37)	38
39 Other exempt purpose expenditures	39
40 Total exempt purpose expenditures (add lines 38 and 39)	40
41 Lobbying nontaxable amount. Enter the amount from the following table -	
If the amount on line 40 is -	The lobbying nontaxable amount is -
Not over \$500,000	20% of the amount on line 40
Over \$500,000 but not over \$1,000,000	\$100,000 plus 15% of the excess over \$500,000
Over \$1,000,000 but not over \$1,500,000	\$175,000 plus 10% of the excess over \$1,000,000
Over \$1,500,000 but not over \$17,000,000	\$225,000 plus 5% of the excess over \$1,500,000
Over \$17,000,000	\$1,000,000
42 Grassroots nontaxable amount (enter 25% of line 41)	42
43 Subtract line 42 from line 36. Enter -0- if line 42 is more than line 36	43
44 Subtract line 41 from line 38. Enter -0- if line 41 is more than line 38	44

Caution: If there is an amount on either line 43 or line 44, you must file Form 4720.

4-Year Averaging Period Under Section 501(h)

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below.)

See the instructions for lines 45 through 50 on page 7 of the instructions.)

Calendar year (or fiscal year beginning in) ►	Lobbying Expenditures During 4-Year Averaging Period				
	(a) 1999	(b) 1998	(c) 1997	(d) 1996	(e) Total
45 Lobbying nontaxable amount					
46 Lobbying ceiling amount (150% of line 45(e))					
47 Total lobbying expenditures					
48 Grassroots nontaxable amount					
49 Grassroots ceiling amount (150% of line 48(e))					
50 Grassroots lobbying expenditures					

Part VI-B Lobbying Activity by Nonelecting Public Charities

(For reporting only by organizations that did not complete Part VI-A) (See page 8 of the instructions.)

N/A

During the year, did the organization attempt to influence national, state or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:

- a Volunteers
- b Paid staff or management (Include compensation in expenses reported on lines c through h.)
- c Media advertisements
- d Mailings to members, legislators, or the public
- e Publications, or published or broadcast statements
- f Grants to other organizations for lobbying purposes
- g Direct contact with legislators, their staffs, government officials, or a legislative body
- h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any other means
- i Total lobbying expenditures (add lines c through h)

Yes	No	Amount

If "Yes" to any of the above, also attach a statement giving a detailed description of the lobbying activities.

1 0 1 2 1 2 3 0 0 3 5

Schedule A (Form 990) 1999 MOUNTAIN STATES LEGAL FOUNDATION

84-0736725

Page 6

Part VII Information Regarding Transfers To and Transactions and Relationships With Noncharitable Exempt Organizations (See page 8 of the instructions.)

- 51 Did the reporting organization directly or indirectly engage in any of the following with any other organization described in section 501(c) of the Code (other than section 501(c)(3) organizations) or in section 527, relating to political organizations?

- a. Transfers from the reporting organization to a noncharitable exempt organization of:

- (I) Cash.....
(II) Other assets.....

- b. Other transactions:**

- (I) Sales or exchanges of assets with a noncharitable exempt organization
 - (II) Purchases of assets from a noncharitable exempt organization
 - (III) Rental of facilities, or other assets
 - (IV) Reimbursement arrangements
 - (V) Loans or loan guarantees
 - (VI) Performance of services or membership or fundraising solicitations

- c. Sharing of facilities, equipment, mailing lists, other assets, or paid employees

- d If the answer to any of the above is "Yes," complete the following schedule. Column (b) should always show the fair market value of the goods, other assets, or services given by the reporting organization. If the organization received less than fair market value in any transaction or sharing arrangement, show in column (d) the value of the goods, other assets, or services received.

	Yes	No
5ta(i)	X	
a(ii)	X	
b(i)	X	
b(iii)	X	
b(III)	X	
b(iv)	X	
b(v)	X	
b(vi)	X	
c	X	

- 52a Is the organization directly or indirectly affiliated with, or related to, one or more tax-exempt organizations described in section 501(c) of the Code (other than section 501(c)(3)) or in section 527?

Yes No

b. If "Yes," complete the following schedule.

1 0 1 2 1 3 3 0 0 3 6

Form 4562

990

Depreciation and Amortization (Including Information on Listed Property)

OMB No. 1545-0172

1999

Attachment
Sequence No. 67Department of the Treasury
Internal Revenue Service (99)

Name(s) shown on return

MOUNTAIN STATES LEGAL FOUNDATION

Business or activity to which this form relates

FORM 990/990PF

▶ See separate Instructions.

▶ Attach this form to your return.

Identifying number

84-0736725

Part I Election To Expense Certain Tangible Property (Section 179). (Note: If you have any "listed property," complete Part V before you complete Part I.)

1 Maximum dollar limitation. If an enterprise zone business, see page 2 of the instructions	1	\$19,000
2 Total cost of section 179 property placed in service. See page 2 of the instructions	2	
3 Threshold cost of section 179 property before reduction in limitation	3	\$200,000
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see page 2 of the instructions	5	
6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost
7 Listed property. Enter amount from line 27	7	
8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9 Tentative deduction. Enter the smaller of line 5 or line 8	9	
10 Carryover of disallowed deduction from 1998. See page 2 of the instructions	10	
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12 Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11.	12	
13 Carryover of disallowed deduction to 2000. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property (automobiles, certain other vehicles, cellular telephones, certain computers, or property used for entertainment, recreation, or amusement). Instead, use Part V for listed property.

Part II MACRS Depreciation For Assets Placed In Service ONLY During Your 1999 Tax Year (Do Not Include Listed Property.)

Section A - General Asset Account Election

- 14 If you are making the election under section 168(i)(4) to group any assets placed in service during the tax year into one or more general asset accounts, check this box. See page 3 of the instructions



Section B - General Depreciation System (GDS) (See page 3 of the instructions.)

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
15a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property		40,293	15	MQ	S/L	336
f 20-year property			25 yrs		S/L	
g 25-year property			27.5 yrs	MM	S/L	
h Residential rental property			27.5 yrs	MM	S/L	
i Nonresidential real property			39 yrs	MM	S/L	
				MM	S/L	

Section C - Alternative Depreciation System (ADS); (See page 5 of the instructions.)

16a Class life				S/L	
b 12-year			12 yrs	S/L	
c 40-year			40 yrs	MM	S/L

Part III Other Depreciation (Do Not Include Listed Property.) (See page 5 of the instructions.)

17 GDS and ADS deductions for assets placed in service in tax years beginning before 1999	17	
18 Property subject to section 168(i)(1) election	18	
19 ACRS and other depreciation	19	14,045

Part IV Summary (See page 6 of the instructions.)

20 Listed property. Enter amount from line 26	20	
21 Total. Add deductions on line 12, lines 15 and 16 in column (g), and lines 17 through 20. Enter here and on the appropriate lines of your return. Partnerships & S corporations - see instructions	21	14,381
22 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	22	

KFA For Paperwork Reduction Act Notice, see page 9 of the instructions.

1 0 1 2 1 2 3 0 0 3 7

1999	FEDERAL STATEMENTS	PAGE 1
CLIENT 617800	MOUNTAIN STATES LEGAL FOUNDATION	84-0736725
04/18/00		11:32 AM

STATEMENT 1
 FORM 990, PART I, LINE 10
 GROSS PROFIT (LOSS) FROM SALES OF INVENTORY

ITEMS SOLD	AMOUNT
SALES OF PUBLICATIONS	\$ 10,838
GROSS SALES	\$ 10,838
LESS RETURNS & ALLOWANCES	0
NET SALES	\$ 10,838
LESS: COST OF GOODS SOLD	4,820
GROSS PROFIT FROM SALES OF INVENTORY	<u>\$ 6,018</u>

1 0 1 2 1 2 3 0 0 0 3

SUBMIT IN DUPLICATE

PRINT CLEARLY

FILED

APR 02 2001

Annual Report of Charitable Organization

OKLAHOMA SECRETARY
OF STATE

Oklahoma Secretary of State, 2300 N. Lincoln Blvd., Room 101, Oklahoma City, OK 73105-4897
Telephone: (405) 521-3911

Every charitable organization which has received contributions during the previous calendar year SHALL file an annual report on or before March 31st of each year. However, an organization which keeps its books on other than a calendar year basis may upon application to the Secretary of State be permitted to file its report within ninety (90) days after the close of its fiscal year.

1. The legal name of the charitable organization:

Mountain States Legal Foundation

2. The name under which the charitable organization solicits or accepts contributions:

Mountain States Legal Foundation

3. This report is for the calendar or fiscal year ending: 12-31-99

- 4a. The gross amount of the contributions collected: \$2,360,682

- 4b. The gross amount of the contributions pledged: - 0 -

- 5a. The amount thereof given to the charitable purpose represented: \$2,360,682

- 5b. The amount thereof to be given to the charitable purpose represented: - 0 -

- 6a. The aggregate amount paid for the expenses of such solicitation: \$601,961

- 6b. The aggregate amount to be paid for the expenses of such solicitation: - 0 -

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1999

FEDERAL STATEMENTS

PAGE 2

CLIENT 617800

MOUNTAIN STATES LEGAL FOUNDATION

84-0736725

04/18/00

11:32 AM

STATEMENT 2
FORM 990, PART IV, LINE 54
INVESTMENTS - SECURITIES

CORPORATE STOCKS	VALUATION METHOD	AMOUNT	TOTAL
BRISTOL MYERS - SQUIBB	COST	\$ 0	
SOUTHWEST GAS	COST	1,000	
AMOCO	COST	6,200	
MICROSOFT	COST	2,538	
CITIGROUP	COST	3,358	
			\$ 13,096
		TOTAL	\$ <u>13,096</u>

STATEMENT 3
FORM 990, PART IV, LINE 57
LAND, BUILDINGS, AND EQUIPMENT

ASSET	BASIS	ACCUM. DEPREC.	BOOK VALUE
FURNITURE AND FIXTURES	\$ 107,517	101,308	6,209
MACHINERY AND EQUIPMENT	130,344	70,374	59,970
IMPROVEMENTS	8,108	336	7,772
MISCELLANEOUS	32,185	32,185	0
TOTAL	\$ 278,154	204,203	\$ 73,951

STATEMENT 4
SCHEDULE A, PART IV-A, LINE 22
OTHER INCOME

DESCRIPTION	(A) 1998	(B) 1997	(C) 1996	(D) 1995	(E) TOTAL
MISC.	\$ 908	344	344	118	1,714

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1999

FEDERAL STATEMENTS

PAGE 3

CLIENT 617800

MOUNTAIN STATES LEGAL FOUNDATION

84-0736725

04/18/00

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STATEMENT 5
SCHEDULE A, PART IV-A, LINE 26B
EXCESS CONTRIBUTORS

NOT OPEN TO PUBLIC INSPECTION

	1998	1997	1996	1995	TOTAL
LOU & LYDIA SHEFFELS			20,000	160,000	180,000
CASTLE ROCK FOUNDAT	\$ 35,000	35,000	35,000	35,000	140,000
ANONYMOUS		50,000	100,000		150,000
BOETTCHER FOUNDATION	25,000	25,000	20,000	20,000	90,000
					\$ 560,000
LINE 26A X4					- 324,892
EXCESS CONTRIBUTIONS					\$ 235,108

1 0 1 2 1 3 0
 Mountain States Legal Foundation
 Batch Listing for selected criteria

EIN 84-0736725
 1999 Form 990
 Part I line 1a

Record #	Amt	Name	Date	Gl	Sol	Cash	<th>Pig</th> <th>Ref</th>	Pig	Ref
51765	5,000.00	Tri-State Generation &	01/15/1999	E2	E2	ck			N
51814	5,000.00	Elam Construction, Inc.	01/25/1999	FC	FC	ck			N
51829	5,000.00	National Park Hospitality	01/27/1999	E2	E2	ck			N
51900	6,000.00	Questar Market Resources Group	02/08/1999	E2	E2	ck			N
51919	5,000.00	El Paso Energy Foundation	02/09/1999	E2	E2	ck			N
51971	5,000.00	Mr. Larry Bebo	02/12/1999	FC	FC	ck			N
52037	6,000.00	True Foundation	02/18/1999	E2	E2	ck			N
52243	25,000.00	Sarah Scalfe Foundation	03/06/1999	E2	E2	ck			N
52287	5,000.00	Milliken & Company	03/11/1999	E2	E2	ck			N
52502	5,000.00	Colorado Contractors	03/31/1999	E2	E2	ck			N
52701	20,000.00	FBL Financial Group, Inc.	04/12/1999	E2	E2	ck			N
55229	5,000.00	Phelps Dodge Corporation	05/14/1999	E2	E2	ck			N
55548	5,000.00	Mr. Don Maddox	06/01/1999	E2	E2	ck			N
55736	10,000.00	Mr. & Mrs. Michael John Harvey,	06/14/1999	FC	FC	ck			N
55867	25,000.00	Gretchen Swanson Family Fndtn	06/28/1999	E2	E2	ck			N
55936	8,000.00	USX Foundation, Inc.	07/12/1999	E2	E2	ck			N
55937	6,000.00	Idaho Forest Industries, Inc.	07/12/1999	E2	E2	ck			N
56006	5,000.00	Arizona Rock Products Assn.	07/26/1999	E2	E2	ck			N
56150	7,500.00	Armstrong Foundation	08/25/1999	E2	E2	ck			N
56184	5,000.00	Colorado Motorcycle Dealers	08/30/1999	E2	E2	ck			N
56292	40,000.00	Anschutz Foundation	09/03/1999	E2	E2	ck			N
56482	17,800.00	Mr. Matthew Schenck	09/10/1999	EB	EB	ck			N
56918	5,000.00	Upham Oil and Gas Company	10/02/1999	FC	FC	ck			N
56946	5,000.00	Mr. Mark Godfrey	09/25/1999	FC	FC	ck			N
56947	5,000.00	Mr. Mark Godfrey	09/25/1999	EB4	EB4	ck			N
56984	15,000.00	Ruth and Vernon Taylor	10/06/1999	E2	E2	ck			N
57026	10,000.00	Harry T. Thorson Foundation	10/09/1999	FC	FC	ck			N
57028	5,000.00	Mr. Peter A. Botting	10/09/1999	FC	FC	ck			N
57030	10,000.00	Associated General Contractors	10/11/1999	E2	E2	ck			N
57031	5,000.00	Mining & Metallurgical Society of	10/11/1999	E2	E2	ck			N
57083	24,809.00	Mr. Matthew Schenck	10/18/1999	EB4	EB4	ck			N
57282	26,000.00	Mr. Matthew Schenck	11/03/1999	EB4	EB4	ck			N
57479	75,000.00	Castle Rock Foundation	11/17/1999	E2	E2	ck			N
57506	10,000.00	Vida F. Ellison Trust	11/18/1999	E2	E2	ck			N
57534	5,000.00	Anadarko Petroleum Corporation	11/19/1999	E2	E2	ck			N
58143	10,000.00	Mr. Peter E. Thieriot	12/03/1999	FC	FC	ck			N
58243	5,000.00	Colorado Contractors	12/06/1999	E2	E2	ck			N
58348	5,000.00	J.R. Simplot Company	12/08/1999	E2	E2	ck			N
58711	27,000.00	Mr. Matthew Schenck	12/12/1999	EB6	EB6	ck			N
58832	5,000.00	New Mexico Farm & Livestock	12/13/1999	E2	E2	ck			N
59020	5,000.00	Romill Foundation	12/15/1999	E2	E2	ck			N
59411	10,000.00	J. W. Kieckhefer Foundation	12/28/1999	E2	E2	ck			N
59513	5,000.00	Devon Energy Corporation	12/25/1999	E2	E2	ck			N
59578	10,000.00	Rock Springs Grazing Association	12/25/1999	E2	E2	ck			N
59655	8,000.00	Louisiana Pacific Corporation	12/28/1999	E2	E2	ck			N
59736	6,200.00	Mr. Robert Fay	12/24/1999	FC	FC	ck			N

Total: 523,309.00

other contributions: 1,837,373
 al contributions:\$2,360,682

7005 W 9 AIA

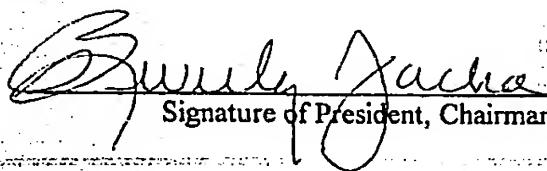
7a. The aggregate amount paid to professional fund raisers and solicitors: \$416,683

Collarwings 10 additional \$10, request funding

7b. The aggregate amount to be paid to professional fund raisers and solicitors: - 0 -

Affidavit

I hereby swear that I am authorized to complete this report on behalf of the above named charitable organization and that the contents of the foregoing form and any supporting document(s) are accurate and, to the best of my knowledge, complete.



Signature of President, Chairman or Principal Officer

Beverly Jacka, Exec. Vice President of Administration

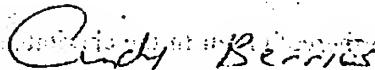
Print or Type Name

County of: Denver

State of: Colorado

Subscribed and sworn to before me this 29th day of March, 19 2001

by Cindy Berrios



Notary Public

My Commission Expires:

June 10th, 2003



LEGAL
FOUNDATION

1 0 1 2 1 2 3 0 0 3 4

707 Seventeenth Street, Suite 3030
Denver, Colorado 80202-3408
303-292-2021
FAX 303-292-1980
mslf@mslf.net

OFFICERS:

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Executive Vice President of Administration	Beverly Jacka 707 17th Street, Ste. 3030 Denver, CO 80202

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MOUNTAIN
STATES
LEGAL
FOUNDATION

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Board of Directors

Page Two

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1 0 1 2 . 1 2 3 0 0 9 7

Board of Directors

Page Three

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President
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Colorado Farm Bureau
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